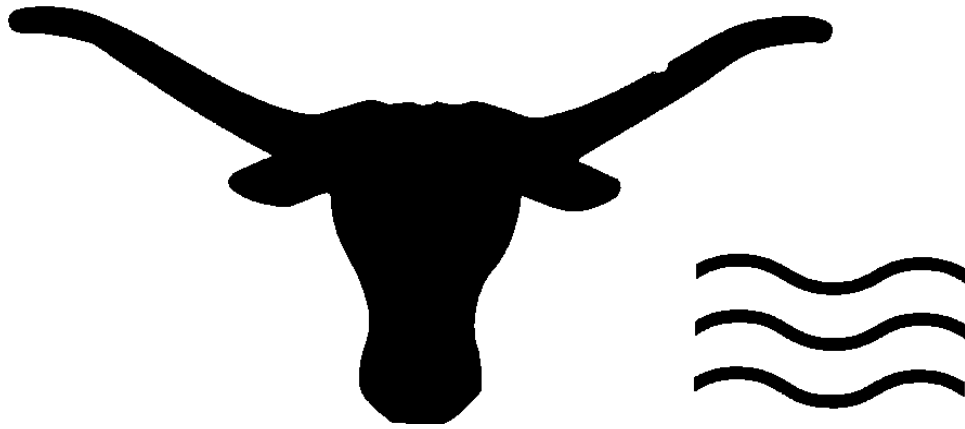


MAKANI OLV RANCH



GENERAL INFORMATION PACKET

Safety Questions and Checklist
Acknowledgement of Risk and Liability
Helmet Release
Medical Release

Participant Name (PRINT): _____

MAKANI OLU RANCH

SAFETY QUESTIONS AND CHECKLIST

Participant Name (PRINT): _____ AGE: _____ Date of Birth _____

Name of Parent or Guardian (if participant is a minor between ages of 12 to 17 years of age) _____

Address (home) _____ Zip _____ State _____ Phone: _____

Staying at Hotel or guest address: _____

Emergency contact number: _____

OTHER _____

Please read the following and initial at each requirement.

1. Riders must be 220 lbs and under. WEIGHT _____, HEIGHT _____
2. I acknowledge that I have been advised to wear ASTM-SEI approved protective head-gear and hard-soled, treadles boots with a heel. (*Initial of first and last legal name* _____)
3. All participants must be in good physical condition and be able to mount and dismount without any assistance
(*guest initial* _____)
4. All participants are required to wear: long pants, and closed toed shoes, short sleeve polo type or t-shirt is suggested. (*guest initial* _____)
5. NO PREGNANT RIDERS! (*guest initial* _____)
6. No children under the age of twelve (12) years old and/or 4'6" on the trail. (*guest initial* _____)
7. No drinking of alcohol prior too or during the equestrian activities; and no smoking at the stables facility or while on the trail ride. (*guest initial* _____)
8. VHS and/or DIGITAL palm video recorders and small cameras are permitted and must fit in the palm of your hand. No large shoulder-rest video recorders or large cameras allowed during the equestrian activities. | (*guest initial* _____)

MAKANI OLU RANCH
Guest Acknowledgement of Risk and Liability

Dear Guests:

Although Makani Olu Ranch has taken reasonable steps to provide you with the appropriate equipment and skilled guides so you can enjoy this activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some but not all of those risks.

Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Horses are larger, more powerful, and faster than humans. If a rider falls from a horse, it will generally be at a distance of 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, and bucking, rearing, kicking, biting, or running from danger.

Elements within the trail ride can scare a horse, causing it to fall or react in some potentially hazardous way. Some examples are as follows but not limited to: hikers, bicyclists, vehicles, thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

I expressly acknowledge and agree that activities involving horses are very dangerous and involve the risk of serious injury and/or death and/or property damage. I understand and acknowledge the unpredictability of a horse's mind and balance and the fact that a horse may, among other things, run away, collide with a vehicle, other horses or stationary objects, bite, kick, roll, trip, rear or fall, and spook or shy as a result of people, riding equipment such as but not limited to: a bridle, halter, rope, saddle or saddle blanket, clothing, water, wind, shadow, trees, paper, any domestic or wild animal (but not limited to) a bird, and motorized or non-motorized moving object, any smell, any noises, or anything at anytime, and I knowingly and fully accept this risk as my own responsibility because I want the experience of participating in this activity in spite of these risks, on this particular horse, with this instructor, at this time.

(Initial of first and last legal name _____)

I am aware that RIDING SADDLE HORSES entails risk of injury or death to me and/or my minor children. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation and/or minor child participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

Further, I fully understand that by signing this document I agree to release any and all liability, claims, demands, damages, actions, or causes of action what so ever, including court costs and attorney's fees, directly arising from any action or other proceeding brought by, or prosecuted for, my benefit contrary to this release, extended to all claims of every kind and nature whatsoever whether known or unknown whether caused or alleged to be caused in whole or in part by the negligence, gross negligence, warranty, or tort, strict liability or other wrongful conduct of Makani Olu Partners and its respective affiliates, employees, agents, officers, directors, share holders, successors and assigns. *(Initial of first and last legal name _____)*

I certify that I am and/or my minor child is fully capable of participating in this activity. Therefore, I assume full responsibility for myself and/or for my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and my negligence in participating in this activity.

I am also aware that Safety is important. I have reviewed the safety checklist below to insure my safety as well as my minor children:

ACKNOWLEDGEMENT

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including any minors accompanying me.

Guest Signature *(Children under the age of 18, parent signature is required)* Date: _____

Helmet Release

All riders under the age of 18 are required to wear a helmet. No exceptions!

It is statistically clear that there are certain inherent dangers associated with horseback riding. Some of these dangers are the risk of suffering serious head injury, brain damage or possible death should the rider fall or be thrown from his/her horse.

It is therefore the policy of Makani Olu Ranch that riding helmets will be worn at all times when riders are mounted on a horse.

Against the advice of Makani Olu Ranch **I am REFUSING this critical safety precaution.** By signing below I am aware that I have been offered a protective riding helmet that is appropriately fitted and ASTM/SEI approved.

I understand that by choosing to not wear a helmet that I risk injury that may be permanent or cause death that a helmet could have prevented. By signing below I accept responsibility for my own injuries or death that may occur by riding without a protective helmet.

PRINT NAME: _____ **Date of Birth:** __/__/____ **Date:** _____

Signature: _____ **Date:** _____

Owner/Manager: _____ **Date:** _____

Medical Release

If medial care is required for myself or my minor, or someone in my care, in conjunction with any Makani Olu Ranch (MOR) activities and if normal permission is not available in a timely manner, the undersigned authorizes appropriate medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment.

PHYSICIAN: _____

Known allergies to: _____

Medication(s) currently being taken: _____

Medical Insurance Company: _____

As Parent or Guardian of the above named child, please attempt to contact me at the time of an accident or illness without postponing medical treatment.

I have read thoroughly the MEDICAL RELEASE FORM ABOVE and AGREE TO ITS TERMS:

Signature: _____ **Date:** _____

Owner/Manager: _____ **Date:** _____